

## **National Indian Gaming Commission**

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### **SETTLEMENT AGREEMENT**

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#### **INTRODUCTION**

This Settlement Agreement ("Agreement") is entered into by and between Carl E. Venne, duly elected Chairman of the Executive Branch of the Crow Tribe of Indians of Montana, a federally-recognized Indian tribe ("Tribe") and Philip N. Hogen, the Chairman ("NIGC Chairman") of the National Indian Gaming Commission ("NIGC") relating to the matters contained in Notice of Violation No. NOV-06-10.

#### **RECITALS**

Whereas, the Tribe has conducted gaming on Indian lands at a facility named Little Big Horn Casino located in Crow Agency, Montana since approximately 1994; and

Whereas, the NIGC Chairman and the Tribe desire to resolve issues related to Notice of Violation No. NOV-06-10.

Therefore, the NIGC Chairman and the Tribe have agreed to execute this Agreement and perform in accordance with the following covenants and conditions:

#### **TERMS OF SETTLEMENT**

1. This Agreement is entered into pursuant to 25 C.F.R. § 575.6 (b) and shall be effective upon the signature of all parties.

2. The Tribe acknowledges that failure to conduct background investigations, determine the suitability of an individual to work in a gaming operation, license the person, and notify the NIGC within sixty days is a violation of the Indian Gaming Regulatory Act ("IGRA"), 25 U.S.C. § 2701 *et seq.*, NIGC regulations, and the Tribe's gaming ordinance.
3. The Tribe further acknowledges that NIGC issued Notice of Violation No. NOV-06-10 regarding the Tribe's background investigation and licensing process, however, rather than contesting or litigating the contents of the Notice of Violation, the Tribe determined that an amicable resolution was in the Tribe's best interest at this time based on the Tribe's limited resources. The Tribe admits no fault or liability. Nevertheless, the Tribe and NIGC worked to resolve the matter through the terms and conditions set forth in this Settlement Agreement.
4. The Tribe agrees to pay a fine in the amount of twenty thousand dollars (\$20,000). Ten thousand dollars (\$10,000) of the fine shall be suspended as discussed below. Ten thousand dollars (\$10,000) of the fine will be assessed now, with the following pay schedule:
  - a. Two thousand five hundred dollars (\$2,500) will be paid on or before September 30, 2006.
  - b. Two thousand five hundred dollars (\$2,500) will be paid on or before December 31, 2006.
  - c. Two thousand five hundred dollars (\$2,500) will be paid on or before March 31, 2007.

- d. Two thousand five hundred dollars (\$2,500) will be paid on or before June 30, 2007.
5. The NIGC Chairman will forgive the suspended ten thousand dollar (\$10,000) portion of the fine on August 30, 2007, if no Notice of Violation is issued by the NIGC by that date for statutory, regulatory, or ordinance violations at the Little Big Horn Casino that is upheld after exhaustion of appeal remedies. If the NIGC issues a Notice of Violation for statutory, regulatory, or ordinance violations at the Casino on or before August 30, 2007, that is upheld after exhaustion of appeal remedies, the remaining ten thousand dollars (\$10,000) of the fine will be paid on or before December 31, 2007.
6. The NIGC Chairman agrees upon execution of this Agreement to waive the right to impose any further civil fine for Notice of Violation No. NOV-06-10 against the Tribe, unless the Tribe fails to comply with this Agreement. If the Tribe fails to comply with this Agreement, the NIGC Chairman reserves the right to initiate an enforcement action against the Little Big Horn Casino as outlined under 25 C.F.R. § 573.6.
7. The Tribe agrees upon execution of this Agreement to waive its right, if any, to further review of Notice of Violation No. NOV-06-10, including all rights to appeal to the full Commission as outlined in 25 C.F.R. § 577 *et seq.* and judicial review pursuant to 25 U.S.C. § 2714.
8. Subsequent to the parties' acceptance of this Agreement, the civil fine assessment set forth herein will become a Final Assessment Order of the Commission.

#### ADDITIONAL COVENANTS

1. This Agreement constitutes the entire agreement between the NIGC Chairman and the Tribe and supersedes all prior verbal or written agreements and understandings between the parties related to the subject matter hereof. No warranties, representations, covenants, or agreements shall be binding upon any party except as set forth herein. Any modification or waiver of any term of this Agreement, including the modification or waiver of term, must be in writing and signed by both parties.
2. The Tribe stipulates that the Notice of Violation shall be deemed a final order of the Commission and a final agency action pursuant to 25 C.F.R. § 577.9(d).
3. The NIGC Chairman and the Tribe expressly agree and acknowledge that time is of the essence in this Agreement. The recitals herein and above set shall be binding upon the parties, their agents, heirs, personal representatives, successors and assigns.
4. A signature produced by facsimile shall be deemed to be an original signature and shall be effective and binding for purpose of the Agreement.

Crow Tribe of Montana

By:   
Carl Venne  
Chairman

Date Aug 22/06

National Indian Gaming Commission

By:   
Philip N. Hogen  
Chairman

Date 8/22/06